

BRAZIL'S LARGEST HIGHER EDUCATION FINANCING PROGRAM IN THE DOCK: ANALYSIS OF THE MOST COMMON LAWSUITS INVOLVING THE FIES PROGRAM

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ABSTRACT

This paper examines the jurisprudence concerning Brazil's largest student financing program, known as FIES (the Student Financing Fund). The methodology involved both quantitative and qualitative analysis of appellate court decisions from the Regional Court of the 3rd Region (TRF3) and the Court of Justice of São Paulo (TJSP), in Brazil, in which the term FIES is present. The decisions were classified in order to enable the identification of the most recurrent problems of the program. Based on the literature on student indebtedness, it was expected to find decisions related to the difficulty in paying back the loan. However, the research results point to recurring cases of misleading advertising, poor service provision by Higher Education Institutions (HEIs), and operational failures in the FIES computerized system (SisFIES).

KEYWORDS

student debt; Student Financing Fund (FIES); higher education institutions (HEIs); jurisprudence; higher education

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1. INTRODUCTION

This paper aims to analyze jurisprudence on student indebtedness in the modality of FIES, a federal government program implemented to finance higher education studies in Brazil. Unlike the expectation pointed out by the literature, the study did not find problems related to the economic difficulty in loan repayment. The results point to the recurrence of misleading advertising about the graduation courses or its contractual arrangements, poor service provision by Higher Education Institutions (HEIs) and operational failures in the FIES computerized system (SisFies).

We have compiled the following data: one hundred appellate court decisions from the Regional Court of the 3rd Region (TRF 3), from May 13, 2019 on, using the search criterion "FIES," and; one hundred appellate court decisions from the Court of Justice of São Paulo (TJSP), from July 3, 2019 on, using the search criterion "'FIES' not 'UNIESP'". Both courts are located in the state of São Paulo and they were the chosen ones due to the possibility of finding more material in them, considering the size of the local population compared to other states in Brazil. The Federal Justice, meaning the TRF 3, is competent to decide on the cases since the loans granted in the program are made through *Caixa Econômica Federal*, a federal public corporation. On the other hand, the State Justice, meaning the TJSP, is also competent to decide when issues involving the FIES arise in cases between students and education institutions. The analyzed judgments are the first ones that appear as a result of the search for the terms "FIES" and "'FIES' not 'UNIESP'"⁴ in the respective jurisprudence search systems of TRF3 and TJSP.

Within the Federal Justice, the cases place the FIES as the dispute protagonist and only touch upon its economic impact on the lives of students. On the other hand, in the State Justice system, the cases are more strongly related to the contractual relationship between the student and the Higher Education Institution, with FIES playing a secondary role.

This paper highlights serious problems of the main Brazilian student financing system. Therefore, the research findings can potentially serve as valuable reference for students who are enrolled in or considering joining the FIES program,

⁴ Translator Note (TN): This last term, as it was originally searched in Portuguese, is: "'FIES' não 'UNIESP'".

as well as for authorities who can work towards its improvement. Based on literature on student indebtedness, the study was expected to find decisions related to the difficulty in paying back the loan. However, the results point to recurring cases of misleading advertising, poor service provision by Higher Education Institutions, and operational failures in the FIES computerized system (SisFIES).

2. LITERATURE REVIEW ON STUDENT FINANCING

2.1 THE TBRL AND ICL SYSTEMS AND THEIR RELATION WITH THE FIES

International literature acknowledges that the higher education financing system, in most countries, is supported by government loans. There are two essential types of student loan operations: Time-Based Repayment Loans (TBRLs) and Income-Contingent Loans (ICLs) (Chapman & Doan, 2019, p. 1). The TBRL model involves a constant repayment obligation over a specific period. On the other hand, in the ICL model, repayment is required based on the borrower's income (Chapman & Doan, 2019, p. 1). In this latter model, "the student, after graduating and being employed, repays the loan from a fraction of his/her salary" (Pires, 2018, p. 25)⁵. The significant advantage of adopting the ICL model lies in protecting beneficiaries against the precarious job market, as loan repayment is only demanded when the borrower earns a salary above a certain limit (Britton; Erve; Higgins, 2018, p. 65).

Worldwide, until 1988 student loan systems were based on the TBRL model. In 1989, in Australia, the ICL model was adopted for the first time. From 1989 onwards, ICL became the rule in New Zealand, Hungary, the United Kingdom, Ethiopia, Japan, South Korea, Namibia, the Netherlands, Thailand, and the United States. Thus, it was possibly predestined to expand further (Chapman & Doan, 2019, p. 1).

Historically, FIES has been a Time-Based Repayment Loan (TBRL) system. However, since 2018, with the restructuring of the program, it has moved closer to the ICL model, allowing its beneficiaries to migrate to the income-based system. For beneficiaries who joined the program from the first semester of 2018 on, the

⁵ TN: Free translation based on the original version, in Portuguese, consulted in this work.

income-based arrangement is the only option available (Dearden & Nascimento, 2019, p. 83).

The rise of the New FIES⁶, from 2018 on, based on the ICL model, may pose risks to the sustainability of student loans in Brazil, despite differing opinions (Dearden & Nascimento, 2019, p. 83-84). Those who believe that the New FIES can be adapted without great difficulties argue that "the new FIES law, enacted in December 2017, establishes that an employer withholding system will collect income-contingent payments with a maximum repayment rate of 20% on total gross earnings (...), varying incrementally with income" (Dearden & Nascimento 2019, p. 85), as will be better explained in the following chapter.

2.2 NOTES ON THE EVOLUTION OF THE FIES AND ITS RESTRUCTURING

Between 1999 and 2010, FIES had an average annual flow of around 50,000 new students. In 2010, the program reached 200,000 students (Almeida Júnior et al., 2018, p. 31). The growth in 2010 was due to the implementation of the Educational Loan Operations Guarantee Fund (FGEDUC)⁷ (Almeida Júnior et al., 2018, p. 31), the adoption of more favorable conditions for borrowers (Lavinias, 2017, p. 148), and the increasing availability of spaces each year (Pires, 2018, p. 25).

From 2010 on, some notably beneficial conditions were: annual interest rate reduction from 6.5% to 3.4%; borrowers were no longer required to have guarantors; the repayment period was extended (from eighteen months after graduation to three times the length of the course, plus twelve months); eighteen-month grace period (Lavinias, 2017, p. 148).

The FGEDUC is a guarantee fund that covers almost the entire financed amount. The Union is its sole shareholder, and its implementation increased the annual flow of new financed students: 733,000 in 2014 and almost 2 million students in 2017. The fiscal burden, on the other hand, reached R\$ 29.1 billion (twenty-nine billion and one hundred million reais⁸), resulting from financial and administrative expenses, Union contributions to the FGEDUC, and credit subsidies (Almeida Júnior et al., 2018, p. 31). This burden was a determining factor for the

⁶ TN: *Novo FIES*, in Portuguese.

⁷ TN: Free translation based on the original name, in Portuguese, *Fundo de Garantia de Operações de Crédito Educativo (FGEDUC)*.

⁸ TN: *Reais (R\$)* is the Brazilian currency.

program's revision (Pires, 2018, p. 25), as it was diagnosed with poor credit risk allocation, lack of cost predictability, and poor governance (Almeida Júnior et al., 2018, p. 32).

The misallocation of credit risk was due to the high concentration in the Union, so that Higher Education Institutions contributed little to the FGEDUC (less than 10% of the financing granted by FIES). This situation generated significant liabilities for the Union and stimulated excessive course offerings, disregarding quality and labor market demand (Almeida Júnior et al., 2018, p. 32). The lack of cost predictability in FIES resulted from underestimating default rates and the high "implicit subsidy," which refers to the "significant differential between the operational cost of public debt and the FIES interest rate" (Vescovi & Almeida, 2017, p. 13)⁹. The inadequate governance, in turn, came from the lack of planning regarding the number of spaces for new students, which grew without considering budgetary limits (Almeida Júnior et al., 2018, p. 33).

The offer of vacancies in the financing program is limited, with the Ministry of Education (MEC)¹⁰ being the responsible body for proposing the amount of spaces, based on the criteria outlined in semiannual Normative Ordinances. According to the National Fund for Development of Education (FNDE)¹¹, for example, 75 (seventy-five) thousand new spaces were offered in the second semester of 2017 (ASSESSORIA DE COMUNICAÇÃO SOCIAL DO MEC, 2017).

The literature points out that the lack of clarity regarding the loan conditions led the students to confuse financing with scholarship, resulting in higher default rates (Almeida Júnior et al., 2018, p. 32). The lack of transparency, combined with imperfections in the program's economic monitoring, therefore, are causes for the growing fiscal cost of FIES (Pires, 2018, p. 29).

Given the program's unsustainability, it was restructured based on Law No. 13,530, enacted on December 7, 2017 (Brasil, 2017). This law has been applied since the first semester of 2018 and includes three modalities of education credit. The first one results from the process of restructuring the program as it existed until 2017, while the other modalities are completely new (Almeida Júnior et al., 2018, p. 33).

⁹ TN: Free translation based on the original version, in Portuguese, consulted in this work.

¹⁰ TN: In the original name, in Portuguese: *Ministério da Educação (MEC)*.

¹¹ TN: In the original name, in Portuguese: *Fundo Nacional de Desenvolvimento da Educação (FNDE)*.

The first modality is aimed at families with a per capita household income of up to three minimum wages per month, and has the following characteristics (Almeida Júnior et al., 2018, p. 33-34): a New Guarantee Fund¹² that decentralizes the credit risk from the Union, sharing it with the Higher Education Institutions; a Management Committee composed of members from the Ministries of Education, Finance, Planning, National Integration, and Chief of Staff; a zero real interest rate; limits on tuition fee increases at the time of loan contracting; elimination of the grace period; payment based on a variable term, considering that the installments to be paid corresponds to a percentage of the graduate's income to be withheld at source by the employer; and co-participation, which is the portion paid by the student directly to the financial agent while attending higher education, a factor that helps in avoiding confusion between financing and scholarships.

In contrast to this new modality, the old one had a fixed nominal interest rate, the default risk was concentrated on the Union, the readjustment of tuition fees had no limit over time, and the time for repayment corresponded to three times the duration of the course, with an eighteen-month grace period (Almeida Júnior et al., 2018, p. 33). According to Manoel Pires (2018, p. 29), the alignment of FIES with the ICL model and the reduction in credit risk concentration on the Union are likely to increase the cost of tuition fees.

On the other hand, the alignment with the ICL model is successful in reducing default rates, since this model takes into account the graduate's ability to pay and adjusts the installments to potential wage losses. This payment method is adopted through the Digital Bookkeeping System for Tax, Social Security and Labor Obligations System (e-Social) (Almeida Júnior et al., 2018, p. 34).

The e-Social was important for integrating tax systems and improving public policies (Pires, 2018, p. 26). The adoption of the Management Committee and the Triennial Plan enables better predictability of the program's cost, as these instruments allow for an adjustment between the offered spaces and the economic context, providing greater sustainability (Almeida Júnior et al., 2018, p. 34).

According to the website of the National Fund for the Development of Education (FNDE) ("New FIES"), the second modality of FIES is "aimed at the North, Northeast, and Central-West regions of Brazil, with resources from the

¹² TN: Free translation based on the original term, in Portuguese, *Novo Fundo Garantidor*.

Constitutional and Development Funds for students with a monthly per capita household income of up to five minimum wages". The third modality is directed to "all regions of Brazil, with resources from the Brazilian Development Bank (BNDES), and like the second modality, it will be available to students with a monthly per capita household income of up to five minimum wages"¹³.

2.3 IMPACTS OF THE FIES PROGRAM ON EDUCATION

This section highlights the relationship between FIES and access to higher education, high tuition fees in universities, and the emergence of a paradoxical scenario. These factors reveal that the quality of education in Brazil does not follow the growth of financially prominent universities on the international stage.

FIES is the main higher education financing program in Brazil and represents an important aspect of consumption decision for a significant part of the population (Pires, 2018, p. 25). The new middle class constitutes the largest group of FIES beneficiaries, representing the social group that can not afford joining public universities and, thus, see long-term loans in private universities as an opportunity to access higher education (Lavinias, 2017, p. 151). Within this context, the option for student loans is encouraged by the higher salaries that graduates earn, with an average increase of 145% compared to people with a degree only at high school/secondary level (Lavinias, 2017, p. 151).

Despite this incentive, the FIES program directly contributed to a sharp increase in the tuition fees of private institutions (a 6% increase above inflation). In some courses, such as Medicine, the program tuition fees are even higher (Lavinias, 2017, p. 151).

FIES plays a central role in the phenomena of acquisitions and mergers between large educational corporations, such as Kroton S.A. and Estácio Participações S.A. These phenomena resulted from the aforementioned flexibilities that occurred in 2010, such as the extension of the payment period and the decrease in interest rates. By 2013, Kroton S.A. had already absorbed the Anhanguera Educacional group, forming the world's largest conglomerate in this sector, with over one million students (Lavinias, 2017, pp. 148-149). This scenario represents a paradox: Brazil does not have an exemplary educational system, yet it

¹³ TN: Free translation, based on the Portuguese website consulted.

has the largest global conglomerate in the education sector in terms of market value: R\$ 27.6 billion (twenty-seven billion, six hundred million reais¹⁴ (Lavinias, 2017, p. 149).

3. JURISPRUDENTIAL ANALYSIS OF THE REGIONAL COURT OF THE 3RD REGION (TRF3) AND THE COURT OF JUSTICE OF SÃO PAULO (TJSP)

3.1 ANALYSIS OF THE ONE HUNDRED MOST RECENT APPELLATE COURT DECISIONS IN TRF 3, STARTING FROM MAY 13, 2019, USING "FIES" AS THE SEARCH CRITERION

The goal of this chapter is to present the most recurrent discussions, within the appellate court decisions of TRF 3, involving students adhering to the FIES program.

The 100 (one hundred) most recent appellate court decisions of TRF 3, from May 13, 2019 on, were searched using "FIES" as the search term. These decisions were categorized based on the core of their discussions, as presented in Table 1 of the Appendix. The categories with the most relevant discussions will be analyzed below. They are: operational problems and/or system failures related to contract renewal amendments, as well as questionings regarding contractual provisions and the incidence of the Brazilian Consumer Protection and Defense Code¹⁵.

It is important to note that some of the appellate court decisions identified did not address the topic of student indebtedness, even with the "FIES" appearing in their text. These decisions are not relevant to the scope of the present research and, for that reason, they appear in the table of the Appendix under the category "miscellaneous".

3.1.1 OPERATIONAL PROBLEMS AND/OR SYSTEM FAILURES RELATED TO CONTRACT RENEWAL AMENDMENTS

It is worth mentioning the appellate decisions that analyze the difficulties faced by students in amending and renewing their contracts with FIES, when such

¹⁴ TN: *Reais (R\$)* is the name of the Brazilian currency.

¹⁵ TN: Free translation, referring to Law n. 8.078/1990, known, in Portuguese, as *Código de Defesa do Consumidor*.

difficulties arise from operational problems or failures in SisFIES, the FIES computerized system.

In 2011, the Ministry of Education (MEC) issued Normative Ordinance No. 15, establishing that FIES contracts should be renewed through amendments on a semester basis, and the amendment procedure should be carried out in the computerized system provided by the operating agent (BRASIL, 2019a).

Normative Ordinance No. 23 of 2011 of the Ministry of Education (MEC, 2011b) also provided, in Article 1, that contract semester renewal amendments should be made upon request of the Permanent Commission for Supervision and Monitoring (CPSA)¹⁶. After that, the student participating in the financing program should electronically confirm the amendment, for later verification of regularity of documentation.

Through the analysis of the Normative Ordinance No. 23/2011 (MEC, 2011b), which establishes the rules for the implementation of the amendments, it became evident how intricate this procedure is. It requires not only the student's participation, but also the financial agent's participation. In light of such complexity, it was established that the student should not suffer the negative effects arising from delays in the renewal of the student credit, when this occurs due to failures and instabilities in the electronic system itself (Brasil, 2019a).

The appellate court decisions have emphasized the idea that education is a constitutionally protected right, and therefore there should be no obstacles to its full implementation and realization, especially when it comes to graduation courses nearing completion. In this sense, systemic and operational failures should not undermine public policies aimed at fulfilling this right. This can be inferred from the appellate court decisions 0015527-11.2016.4.03.0000 (Brasil, 2019e) and 5000151-12.2017.4.03.6127 (BRASIL, 2018d).

In this context, Normative Ordinance No. 1, issued by the Ministry of Education in 2010 (MEC, 2010), in its Article 25, provides that:

In case of errors or operational obstacles on the part of the Higher Education Institution (HEI), the Permanent Commission for Supervision and Monitoring (CPSA), the financial agent, and the FIES administrators, which

¹⁶ TN: Free translation based on the original name, in Portuguese, *Comissão Permanente de Supervisão e Acompanhamento (CPSA)*.

results in the loss of deadlines for validating registration, contracting and amendment of the financing, as well as for adherence and renewal of adherence to FIES, *the operating agent, after receiving and evaluating the justifications presented by the interested party, must adopt the necessary measures to extend the respective deadlines*, observing the Fund's budget assignment and the financial availability of the respective sponsoring entity, when applicable. (emphasis added)¹⁷

Therefore, in case of system failures and operational errors leading to student default and impossibility of reenrollment, it is the responsibility of the operating agent to take appropriate measures in this regard.

This disposition aligns with what is stipulated in Article 5 of Law No. 9,870 (Brazil, 1999a), which emphasizes the FIES beneficiaries' right to renew their enrollments. The article states that "students who have already been enrolled shall have the right to renew their enrollments, observing the institution's academic calendar, school regulations, or contractual clauses, except when they are in default"¹⁸. Students only lose the right to renew their enrollment if and when they are responsible for causing the default (Brazil, 2019g).

The management of the SisFIES system is a responsibility of FIES and MEC. The National Fund for the Development of Education (FNDE) has the legal nature of a federal autarchy, according to Article 1 of Law No. 5,537 (Brazil, 1968), and is responsible for operating the financing program and ensuring the correct operation of SisFIES (Brazil, 2019c).

In case of default followed by debt renegotiation, the continuity of studies prevails over the denial of reenrollment (Brazil, 2019f). The Brazilian Supreme Federal Court (STF), in the proceedings of ADIN No. 1,081-6/DF (Brazil, 1999b)¹⁹, ruled out the prohibition of denying enrollment to defaulting students. It was

¹⁷ TN: Free translation based on the original version, in Portuguese, consulted in this work.

¹⁸ TN: Free translation based on the original version, in Portuguese, consulted in this work.

¹⁹ TN: *ADIN* are the initials for *Ação Direta de Inconstitucionalidade*, a Brazilian legal remedy. It refers to a legal action that seeks to challenge the constitutionality of a law or legislative act. The free and literal translation to English would be Direct Action of Unconstitutionality. However, we chose not to translate the term in the text because legal remedies, their specific terminologies and procedures may be different from country to country. Still, it is possible to relate the Brazilian ADIN with the Action for Unconstitutionality, in the US law, and with the Action for Declaration of Incompatibility, in the UK law.

determined that the contract between the parties must be renewed each semester, under the condition of contractual compliance by both parties.

Regarding compensation for moral damages, jurisprudence is unanimous in recognizing the possibility of compensating beneficiaries for the suffering experienced due to errors that prevent them from benefiting from FIES, in light of the principles of reasonableness and proportionality. Moral damages usually range from R\$ 5,000.00 (five thousand reais) to R\$ 20,000.00 (twenty thousand reais) (Brazil, 2019b).

The ADPF²⁰ No. 341 (Brazil, 2015) defined that there is no retroactivity in the application of the New FIES rules in requests for renewing a contract that was entered into under previous regulations. Thus, the new rules introduced by Normative Ordinance No. 21 (MEC, 2014) apply only to students who applied for the system after the date of March 29, 2015. Among these rules are the requirement of an average score higher than 450 points and a non-zero score in the essay/writing section of the National High School Exam (ENEM).

Lastly, *Ação Civil Pública*²¹ No. 0005881-32.2015.4.01.3600 (Brazil, 2016) deserves to be highlighted. Due to general and systematic failures of the SisFIES system, an injunction was granted nationwide ordering the Union and the FNDE to extend the deadline for new FIES contracts and immediately correct the operation of SisFIES or, alternatively, provide other means of program enrollment.

This decision was rendered because such failures in the system violated the collective rights of low-income students, pre-enrolled in non-free higher education courses, who were unsuccessful in contracting the FIES (Brasil, 2016).

3.1.2 QUESTIONING CONTRACTUAL PROVISIONS AND THE APPLICATION OF THE CONSUMER PROTECTION AND DEFENSE CODE

²⁰ TN: ADPF are the initials for *Arguição de Descumprimento de Preceito Fundamental*, another legal remedy that allows for the challenge of non-compliance with fundamental principles established in the Constitution. It could be freely and literally translated to Claim of NonCompliance with a Fundamental Precept.

²¹ TN: *Ação Civil Pública* is a Brazilian legal action that can be brought by a representative plaintiff or organization on behalf of a group of individuals who have been affected by a common issue or harm. The purpose is to seek remedies, damages, or injunctions to protect the rights or interests of the affected individuals or the public as a whole. It is possible to relate it to the Public Interest Litigation and the Representative Action, both in the UK, and to the Class Action, in the Us.

Among the one hundred analyzed appellate court decisions, twenty-seven deal with the questioning, by students, of contractual provisions they consider abusive or illegal.

The capitalization and interest rate, the amortization system, the stipulation of the penalty clause (default fine), the statute of limitations and early debt maturity, as well as interest on late payment, are being questioned.

A) REGARDING THE NON-APPLICATION OF THE CONSUMER PROTECTION AND DEFENSE CODE

The analyzed appellate decisions reiterate that the Brazilian Superior Court of Justice (STJ), when judging Resp 1,155,684/RN (Brazil, 2010b), had already determined the non-application of the Consumer Protection and Defense Code (CDC) (Brasil, 1990) in student financing contracts under the FIES.

There are two reasons why the Consumer Protection and Defense Code (Brazil, 1990) is not applicable. First, because FIES contracts are regulated by a specific law, the Law No. 10,260, of July 12, 2001 (Brazil, 2001). Second, because these contracts are instruments for implementing public policy in the field of education, without the goal of generating profit. Therefore, they do not have the character of banking services (Brazil, 2018c).

In fact, these contracts create a legal relationship that does not fall within the scope of Article 3, Paragraph 2 of the Consumer Protection and Defense Code, nor with the Precedent 297 (Brazil, 2004), issued by the Brazilian Superior Court of Justice (STJ), which provide for the application of that code to bank contracts (Brasil, 2018c).

The FIES is a government program aimed at expanding access to higher education. Its accounting fund is "constituted by budgetary allocations from the Union, revenue from games of chance and charges collected on the financing itself, among other sources of income" (Brazil, 2018c)²².

B) REGARDING CAPITALIZATION AND INTEREST RATE

²² TN: Free translation based on the original version, in Portuguese, consulted in this work.

Regarding the capitalization of interest, initially, the Brazilian Superior Court of Justice (STJ) defined, when judging Special Appeal²³ 1.155.684/RN (Brazil, 2010b), that in the case of educational credit, the capitalization of interest is not allowed. The reason is the absence of express authorization in specific legislation (Brazil, 2018c).

With the advent of Provisional Measure No. 517 (Brazil, 2010a), published on December 31, 2010, and converted into Law 12.431, dated June 24, 2011 (Brazil, 2011), monthly interest capitalization became expressly permitted (Brazil, 2018c). Therefore, as of December 31, 2010, the charging of interest on interest is no longer prohibited.

As for the applicable interest rate, the conclusion is as follows:

Within the scope of FIES, contracts signed up to June 30, 2006, have an interest rate of 9% per year. On the other hand, for contracts signed from July 1, 2006, there is 3.5% interest per year for Teaching Degrees²⁴, Pedagogy, Teacher Training Programs²⁵, and technology courses, and 6.5% per year for other courses. For contracts signed from September 22, 2009 on, the interest rate is 3.5% per year, and for those signed from March 10, 2010 on, the interest rate is 3.4% per year. (Brazil, 2018c)²⁶.

It was also established that "starting from January 15, 2010, when Law No. 12.202/2010 came into force, the reduction of interest rates shall be applied to the outstanding balances of all contracts, even if they have been signed previously" (Brazil, 2018c)²⁷.

In other words, from January 15, 2010 on, for all contracts, regardless of whether they were signed before or after that date, the interest rate of 3.5% per year applies. From March 10, 2010 on, the interest rate of 3.4% per year is

²³ TN: In Portuguese, *Recurso Especial*.

²⁴ TN: Free translation from the term, in Portuguese, *cursos de licenciatura*.

²⁵ TN: Free translation from the term, in Portuguese, *Curso Normal*. In Brazil, this is an undergraduate program that focuses on teacher education at a different level than the Teaching Degrees (*cursos de licenciatura*). It is specifically designed to prepare students to become teachers in early childhood education and primary education.

²⁶ TN: Free translation based on the original version, in Portuguese, consulted in this work.

²⁷ TN: Free translation based on the original version, in Portuguese, consulted in this work.

implemented, also applying any reductions in the interest rate that may be determined by the Brazilian National Monetary Council²⁸ (Brazil, 2018c).

Thus, the application of interest rate on the outstanding balance varies over time, as new regulations come into force.

C) REGARDING THE AMORTIZATION SYSTEM

It is established that the application of the Price Table (French Amortization System) itself is not illegal, and it does not consist of the practice of compounding interest on interest (Brasil, 2019d).

D) REGARDING THE STATUTE OF LIMITATIONS AND EARLY DEBT MATURITY

The applicable statute of limitations is provided for in Article 206, Paragraph 5, item I, of the Brazilian Civil Code (Brazil, 2002). This period refers to the net debt (Brasil, 2018b).

The Brazilian Superior Court of Justice (STJ) has established a position stating that the starting point of the statute of limitations begins to count on the day the last installment is due, regardless of the student's default or the early maturity of the debt (Brasil, 2018b).

As for the early maturity of the debt, this possibility arises from a contractual clause that stipulates its occurrence in case of non-payment of three consecutive monthly installments. In case of early maturity, the financial institution has the right to demand the full payment of the debt (Brasil, 2018a).

E) REGARDING THE IMPOSITION OF PENALTY CLAUSES, REIMBURSEMENT OF EXPENSES, ATTORNEY'S FEES, AND DEFAULT INTEREST

According to Articles 395 and 404 of the Brazilian Civil Code (Brazil, 2002), the establishment of a conventional penalty clause of 10% (ten percent), along with the obligation to reimburse expenses and pay attorney's fees, is not abusive, as they arise from default. In this sense, the consequences of default do not constitute

²⁸ TN: Free translation based on the original name of the institution, in Portuguese, *Conselho Monetário Nacional (CMN)*.

double jeopardy or *bis in idem* because the conventional penalty aims to compensate the damages suffered by the creditor, and the value of the attorney's fees is destined solely to the lawyer (Brasil, 2019d).

Finally, default interest must be calculated from the due date of the debt, since it is a net debt, and it is not admissible for them to be applied only from the date of summon (Brasil, 2019d).

3.2 ANALYSIS OF THE ONE HUNDRED MOST RECENT APPELLATE COURT DECISIONS IN TJSP, STARTING FROM JULY 3, 2019, USING "'FIES' NÃO 'UNIESP'" AS THE SEARCH CRITERION

This section debates the 100 (one hundred) most recent appellate court decisions of the Court of Justice of São Paulo, known as TJSP, from July 3, 2019 on, with the term "'FIES' não 'UNIESP'" being used as the search criterion. Table 2, in the Appendix, shows how the decisions were divided into categories, similar to what was presented about the TRF3 analysis.

Among the cases related to student indebtedness, those involving a direct relationship between the student and the Higher Education Institution (HEI) are predominant. Few are directly associated with FIES. In these last ones, the two topics mainly debated are the clauses of the financing contract and the failures of the SisFIES system.

Most decisions involve misleading advertising, abusive charges, and the inclusion, either by the Higher Education Institution or the financial institution, of students' names in credit protection agencies' blacklists due to non-payment²⁹.

The jurisprudence search of the term "FIES" generated over three thousand results in which the word "UNIESP" also appears. The recurrence of the same legal issue (false advertising) caused by the structure of UNIESP prompted a revision of the search term to "'FIES' not 'UNIESP'".

With this new term, the results return decisions that specifically address FIES, without focusing on the HEIs or the financial institution.

Once again, the creation of the "miscellaneous" column was necessary so that decisions not related to the subject of student indebtedness were separated.

²⁹ TN: In Brazil, when someone has their name included in the blacklist of credit agencies, this is a situation that usually prevents the person from taking out new loans in general.

3.2.1 THE "UNIESP PAYS" PROGRAM AND THE EXCLUSION OF UNIESP AS A SEARCH CRITERION

The Union of Educational Institutions of the State of São Paulo (UNIESP)³⁰ is an organization that brings together several colleges and universities from different Brazilian states. In the search carried out, the decisions that contained the word UNIESP were excluded, with the objective of exploring the diversity of cases related to FIES, as explained above.

However, cases related to the program "UNIESP pays"³¹ deserve special attention. This is a program linked to an agreement with FIES. In it, UNIESP assumes responsibility for paying the student's financing, settling it before the accredited financial institution, provided that the beneficiary student meets certain requirements (São Paulo, 2019r):

- a) Achieve academic excellence in terms of performance, class attendance, and academic activities;
- b) Be disciplined and contribute to the institution's academic, cultural, and social initiatives and improvements;
- c) Carry out 6 (six) hours of volunteer work per week;
- d) Obtain a minimum average of 3.0 (three) points in the individual performance in ENADE³², on a scale of 1.0 (one) to 5.0 (five), according to the Ministry of Education's criteria;
- e) Make the payment of the amortization to FIES in the maximum amount of R\$ 50.00 (fifty reais) every three months.

³⁰ TN: The original name of the educational group, in Portuguese, is *União das Instituições Educacionais do Estado de São Paulo*, also known by the acronym UNIESP.

³¹ TN: Free translation based on the original name of the program, in Portuguese, "A UNIESP paga".

³² TN: ENADE stands for *Exame Nacional de Desempenho de Estudantes* (National Exam of Student Performance, in free translation to English). It is an assessment conducted in Brazil to evaluate the quality of undergraduate courses. It is organized by the Instituto Nacional de Estudos e Pesquisas Educacionais Anísio Teixeira (INEP), which is responsible for evaluating and monitoring the Brazilian education system. The ENADE is applied to students who are in their final year of undergraduate programs, covering different fields of knowledge such as health sciences, engineering, social sciences, and humanities. The exam aims to measure the students' learning outcomes and the quality of the courses they have completed.

The appellate court decisions show that the "The UNIESP pays" program calls for requirements that are not disclosed in the institution's advertising campaigns. Apparently, this leads the participating students to create wrong expectations about their duties regarding the university and the financing.

The Civil Appeal No. 1126527-44.2018.8.26.0100 (São Paulo, 2019r) exemplifies this situation. It involves a case in which the student was not adequately informed in advance about the mentioned requirements, since such exigencies were not stated in the contract for educational services. It became clear that this lack of informational clarity led the student to be surprised with the collection of loan amortization installments eighteen months after completing the course.

In this case, UNIESP did not assume the payment arguing that the beneficiary had failed to meet the requirements of academic excellence, compliance with the workload of volunteer work, and payment of quarterly amortizations. Consequently, due to not paying this sudden undue collection, the beneficiary had her name included in the credit protection agencies' blacklist. During the judgment proceedings, it was verified that the advertising material of the "The UNIESP pays" program did not contain any conditionalities, which were not even informed to the student at the time of contracting the financing. Furthermore, the Court of Justice of São Paulo considered the requirement of "academic excellence" to be abusive due to its generic nature (São Paulo, 2019r).

Regarding the compliance with the workload of volunteer work, it was understood that it was the responsibility of the Higher Education Institution to ensure contractual compliance by notifying the student about the consequences of not fulfilling the said requirement. On that occasion, the institution should, then, provide the student with mechanisms to fulfill the obligations assumed (São Paulo, 2019r).

Moreover, in this case it was proven that the beneficiary had made the quarterly amortizations, a circumstance that should not have caused the breach of the contract.

There was a lack of diligence on the part of UNIESP in relation to the principles of objective good faith that permeate contracts: the institution did not provide ostensive and clear information to the student about the program's conditions. In addition, the institution did not cooperate with contractual compliance, so the student could not be considered in default.

Another judgment that is worth mentioning is the Civil Appeal No. 1000286-68.2018.8.26.0506 (São Paulo, 2019b). This case shows, once again, that the student only became aware of the contracted conditions with the educational institution when she was already enrolled in FIES, that is, after signing the contract. The requirements for community service and academic excellence were vague, and the institution did not notify the student about the non-compliance with these terms.

Still in this same case, later the institution demanded a minimum grade of 7.0 (seven) as a criterion for the student to achieve academic excellence. However, this exigence was not included in the contract, which is why it could not be required. In the judgment of the case, the requirement of achieving a minimum score in ENADE was considered abusive, since this exam aims to evaluate the educational institution, not the student itself (São Paulo, 2019b).

Within this context of obscurity of information and misleading advertising, it is worth mentioning the Appeal No. 1008850-62.2018.8.26.0077 (São Paulo, 2019k). This case is not among the one hundred analyzed judgments, but, in turn, it addresses a Conduct Adjustment Agreement (TAC)³³ that we consider necessary to examine.

In this decision, the Rapporteur Roberto Mac Cracken, when addressing the controversy of misleading advertisement within UNIESP, brought to light the TAC signed on April 16, 2014, between the Federal Public Prosecutor's Office, the Ministry of Education (MEC), the National Fund for the Development of Education (FNDE), the UNIESP Group, and UNIESP S/A. The aforementioned TAC was based on a report on the procedures for investigating irregularities attributed to UNIESP (São Paulo, 2019k).

Through the Conduct Adjustment Agreement (TAC), the UNIESP Group committed to not charge overdue tuition fees (fifth clause), to assume and pay the outstanding balance of the FIES financings (fourth clause, I), and to grant full

³³ TN: Free translation based on the original term, in Portuguese, *Termo de Ajustamento de Conduta*, also known by the initials TAC. It refers to a settlement agreement entered into between public authorities, such as regulatory agencies or government bodies, and individuals or entities who are allegedly in violation of legal or regulatory provisions. The TAC is a voluntary agreement that aims to establish measures to correct or prevent the violation, without the need for formal legal proceedings. It typically involves commitments from the alleged violator to comply with certain conditions, make necessary changes, or provide compensation. The TAC is commonly used in cases involving environmental, consumer protection, or administrative law issues.

scholarships to the students who held the financing, so they could complete their undergraduate studies (fourth clause, II), as stated in the following excerpts (São Paulo, 2019k):

Clause Four - The contracts under the FIES program, qualified by the SECOND AND THIRD UNDERTAKERS as having **incurable irregularities, must be terminated in the SisFIES system** by the respective financed students, by selecting the option "Settle the contract upon termination" In these situations, the UNIESP GROUP assumes the obligation to:

I - *Pay the outstanding balance of the financing* as determined by the FIES financial agent on the date of signature of the Term of Termination of the financing;

II - *Grant full scholarships* to the students whose financing has been terminated under the terms of this Clause, allowing them to complete their graduation unencumbered, except in the event that the student chooses to transfer the graduation course to other educational institutions not affiliated with the UNDERTAKER, in which case the obligation to grant scholarships will cease.

Clause Five - The UNIESP GROUP *will not charge the overdue tuition fees* from students who enroll in educational institutions within the group *with the expectation of obtaining future student financing*. After the release of new FIES contracts, in accordance with Clause Seventeen of this TAC, these students will be able to arrange financing for the subsequent semesters, provided that the legal requirements are met, without the possibility of retroactive payments being granted. (emphasis added)³⁴

Thus, that Rapporteur concluded that, from the moment the Conduct Adjustment Agreement (TAC) was established, UNIESP has been litigating with full awareness of being responsible for paying the students debts related to FIES (São Paulo, 2019k).

³⁴ TN: Free translation based on the original version, in Portuguese, consulted in this work.

3.2.2 FINDINGS FROM THE ANALYSIS OF THE ONE HUNDRED MOST RECENT APPELLATE COURT DECISIONS USING THE SEARCH CRITERION “FIES’ NOT ‘UNIESP”

This subchapter points out the most recurrent and relevant situations within the used search criterion. The content of the appellate decisions is related to the issue of misleading advertising, the poor provision of services by educational and financial institutions and the dispute directly related to the SisFIES system.

A) MISLEADING ADVERTISING BY HIGHER EDUCATION INSTITUTIONS (HEIs)

In addition to the Higher Education Institutions (HEIs) associated with the UNIESP Group, there are others that also run advertisements with promises of FIES payment guarantees. In this context, the program “My Opportunity”, created by the Brazilian Society of Higher Education³⁵, appears in the Civil Appeal No. 1003435-23.2018.8.26.0005 (São Paulo, 2019f). It was verified that the advertisement used the following claims: “free scholarships for graduation in Pedagogy” and “scholarships up to 100%”. This advertisement led the student to believe that she would get free study simply by choosing the morning period for her lessons, with no mention of any future conditions (São Paulo, 2019f).

The advertisement was deemed false because the financing proposal was modified after the student enrollment. The Rapporteur of the appellate decision understood that “the obligation becomes iniquitous/abusive when it imposes conditions while the original offer is still being advertised without the additional conditions”³⁶. Based on this, the HEI was ordered to pay the financing (São Paulo, 2019f).

It was also observed that the HEI obtained an immediate advantage by imposing a subsequent burden on the student, namely, the establishment of a tuition fee even higher than the one charged to students not affiliated to FIES. Finally, the decision fixed moral damages in the amount of R\$ 7,000.00 (seven thousand Brazilian reais), since the student had substantially fulfilled the

³⁵ TN: Free translation based on the original version, in Portuguese, consulted in this work. The original names of the program “My Opportunity” and of the body responsible for its creation are: *Programa Minha Oportunidade*, created by the *Sociedade Brasileira de Ensino Superior*.

³⁶ TN: Free translation based on the original version, in Portuguese, consulted in this work.

requirements of the contract, but remained “with the pending financing, at the risk of having her name included in the credit protection agencies' registers and her debt enforced” (São Paulo, 2019f)³⁷.

In the same vein, there is the Civil Appeal No. 1019825-05.2017.8.26.0005 (São Paulo, 2019p). This case deals with the situation of a student who was studying Pedagogy under the "My Opportunity" program of the Brazilian Society of Higher Education. The program advertising did not inform about the requirements for obtaining the scholarship. The only criterion mentioned was that the student should choose to attend the classes during the morning.

The rider - the Commitment and Guarantee Addendum³⁸ - was added to the contract after the financing was already signed, and there was advertisement stating that “students in the morning period will have 100% of their graduation paid by Faculdade Brasil – it includes any of the graduation courses” (São Paulo, 2019p). Once again, it was highlighted that the HEI set a higher tuition fee for FIES beneficiaries. In the end, the amount of R\$ 10,000.00 (ten thousand Brazilian reais) was fixed for the moral damages suffered by the student. The basis for the decision was the inclusion of the student's name in the credit protection agencies' blacklist and the frustration of her legitimate expectation of having the financing paid off (São Paulo, 2019p).

B) POOR SERVICE PROVISION BY HIGHER EDUCATION INSTITUTIONS (HEIs)

B.1) ADMINISTRATIVE PROBLEMS

The poor provision of services by Higher Education Institutions (HEIs) can be evidenced by the existence of improper charging to students and administrative problems, which make it difficult for students to regularly progress in their studies.

Regarding administrative problems, there are cases in which the HEI failed to issue bank slips in order for students to pay and continue attending the course. This is evident in Civil Appeal N° 1006203-83.2017.8.26.0189 (São Paulo, 2019j), which deals with the situation of a student contemplated by FIES who was benefiting from 65% (sixty-five percent) of the tuition fee. As the HEI had never issued bank

³⁷ TN: Free translation based on the original version, in Portuguese, consulted in this work.

³⁸ TN: Free translation based on the original version consulted in this work. The original term, in Portuguese, is *Adendo de Compromisso e de Garantia*.

slips for payment of the remaining amount of the tuition fees, the student became in default.

As a result of becoming in default, the student was expelled from the classroom, excluded from the attendance list, and she even lost the scholarship provided by the Municipality of Ouroeste/SP. In the ruling of this case, moral damages in favor of the student were fixed in the amount of R\$ 10,000.00 (ten thousand reais) (São Paulo, 2019j).

With regard to vices in documents related to the financing, this is a responsibility of the Higher Education Institution (São Paulo, 2019i). The monitoring of the request for renewal of the student financing contract and the submission of the contract amendment request within a reasonable period of time are responsibilities of the Permanent Commission for Supervision and Monitoring (CPSA) (São Paulo, 2019c). In these last two examples, the HEI has failed in these duties.

A slightly different example is dealt in Civil Appeal No. 1004246-44.2018.8.26.0405 (São Paulo, 2019h), in which there was a failure in the educational institution's system. At first, it had been explained by the legal representative of the HEI that access to the system would only be possible once the student financing was released by FIES. Only then could students attend classes and take exams. However, the student was unable to access her study plan on the student portal during the last semester of her course, apparently due to the HEI's negligence in relation to its system.

The student was a FIES beneficiary and even not being able to access her study plan on time, she was not exempted from certain tuition fees. With that, the HEI protested her name for non-payment. The student was also unable to complete the online subjects of the last semester of her graduation course. Moral damages were fixed in the amount of R\$ 15,000.00 (fifteen thousand reais) (São Paulo, 2019h).

Civil Appeal No. 1013834-05.2018.8.26.0008 (São Paulo, 2019m) presents a case in which the Higher Education Institution demanded a different conduct from the student after she had attended three semesters of the course. The HEI also created difficulties for the re-enrollment of the student and for the amendment of her FIES contract. The Rapporteur understood that it is "inadmissible to create any obstacle to the completion of re-enrollment, if all the requirements presented at

the beginning of the course are fulfilled"³⁹. As a consequence, moral damages in favor of the student were fixed in the amount of R\$ 6,000.00 (six thousand reais) (São Paulo, 2019m).

Finally, it is noteworthy the case of a student who had 100% (one hundred percent) of his undergraduate course financed by FIES. He was prevented by the HEI from re-enrolling in the 1st and 2nd semesters of the Psychology course under the allegation of being in default with the federal program. In this case, the Rapporteur concluded that the responsibility for renewing the enrollment lies with the educational establishment. In the case file, the Higher Education Institution did not even prove any attempt, in its part, to initiate the procedure with the competent body/authority, through access to the computerized system, as required by the federal government. Moral damages were fixed in the amount of BRL 5,000.00 (five thousand reais) (São Paulo, 2019n).

In view of these episodes of poor provision of educational services, the following observation by the Rapporteur of this last appellate court decision deserves to be highlighted:

In the current situation of the country's educational system, these education companies are more interested in profit than in education itself. Some of them are even listed on the Stock Exchange, aiming to "show results" to their administrators and respective investors, without, however, providing quality education in return (São Paulo, 2019n).

B.2) IMPROPER CHARGING

This topic begins with the case of a student who was prevented by the Higher Education Institution from re-enrolling in her undergraduate course because the HEI considered she was in default. The alleged reason was outstanding credits, subjects in special regime and fees for completion of outstanding subjects, as if the values related to these elements were not subject to the FIES financing. In this case, it was verified that costs related to pending disciplinary issues are included in the contract signed with FIES. Still in this context, the circumstance that could lead to the termination of the contract, if it had

³⁹ TN: Free translation based on the original version, in Portuguese, consulted in this work.

occurred, is the student's failure to be approved in 75% (seventy-five percent) of the course (São Paulo, 2019e).

Regarding the charging of the difference in values resulting from the adjustments of tuition fees, this difference is not enforceable when the financing is granted in full (São Paulo, 2019a). The understanding is different when the student is granted partial financing: "the student who is a beneficiary of a scholarship and/or partial educational financing is responsible for paying the difference in the tuition fees, in addition to the extra contracted services, charged separately" (São Paulo, 2019d)⁴⁰.

In turn, Civil Appeal No. 1019230-71.2018.8.26.0554 (São Paulo, 2019o) portrays a situation in which a student, beneficiary of 100% (one hundred percent) of financing through FIES, requested a transfer to another educational institution. Despite the transfer, the Higher Education Institution that was left by the student started to charge him for three outstanding tuition fees, which were supposedly in default due to lack of cancellation/transfer request.

Notwithstanding this allegation on the part of the HEI, it is evident in the case file that neither the student's debt nor the allegation that HEI itself had not received disbursements from the FIES system were proven. What is clear is that the student was entitled to 100% (one hundred percent) FIES financing regardless of the educational institution he chooses to attend. From this, there was an improper inclusion of the student's name in the register of defaulters of credit agencies. This is one more case of failure, on the part of the HEI, to provide services. Moral damages of R\$ 10,000.00 (ten thousand reais) were fixed (São Paulo, 2019o).

C) POOR SERVICE PROVISION BY THE FINANCIAL INSTITUTION

In Appeal N° 1104254-71.2018.8.26.0100 (São Paulo, 2019q), Banco do Brasil⁴¹ was the manager of the student financing contract, and included the student's name in the register of defaulters due to an alleged debt in the amount of R\$ 6,030.91 (six thousand and thirty reais and ninety-one cents). Such inclusion in the defaulters' list proved to be erroneous because the bank did not provide evidence

⁴⁰ TN: Free translation based on the original version, in Portuguese, consulted in this work.

⁴¹ TN: *Banco do Brasil* is a state-owned bank.

of such debt. The student's debt was declared unenforceable, and moral damages were fixed in the amount of R\$ 10,000.00 (ten thousand reais).

Another situation that deserves attention is the refusal, by Banco do Brasil, to change the FIES payment method, claiming that the contract provides that the payment shall be made through automatic debit from a checking account. In judgment No. 1003846-03.2017.8.26.0296 (São Paulo, 2019g), the student preferred to pay the financing through issued bank slips, claiming insufficient funds in his checking account. The bank, however, denied him any alternative payment option. The Rapporteur understood that the financial institution has a duty to offer alternative payment methods.

D) CASES DIRECTLY RELATED TO THE FIES PROGRAM - ADMINISTRATIVE PROBLEMS

The Civil Appeal No. 1008531-61.2014.8.26.0004 (São Paulo, 2019l) deals with an obligation to do in which the Higher Education Institution was ordered to re-enroll some students and to regularize the status of the course and students' situation before the Ministry of Education (MEC) and the FIES. In the appeal, it was found that the HEI did, in fact, immediately re-enroll the students and requested the regularization of their situations with the MEC. However, the General Coordinator of FIES Operational Support informed that, due to inconsistencies in the SisFIES system, it was necessary to intervene in the system during the students' contract amendments.

Due to failures in the student financing system, the Higher Education Institution delayed 17 (seventeen) days to complete the necessary arrangements. This episode is in line with the appellate decisions mentioned in the TRF 3 research, contributing to demonstrate that the FIES system has caused inconvenience and disruptions to students (São Paulo, 2019l).

4. CONCLUSION

The literature review and the jurisprudence research show different and complementary approaches to the subject of student indebtedness. Hence the need to proceed with a joint analysis of their findings.

Within the scope of the courts, it was expected to find the reflections of student debt in the lives of the FIES beneficiaries. However, the great finding of this work was the perception that the TRF 3 and the TJSP superficially and individually address these effects when compared to the literature.

The TRF 3 pragmatically addresses cases regarding contractual clauses of the FIES, such as interest rates, the amortization system, and the early payment of debt. The relationship with Higher Education Institutions takes a secondary role in this approach.

These appellate court decisions on contractual clauses are recurrent, representing 27% (twenty-seven percent) of the total analyzed in TRF 3, which highlights that the problem of student indebtedness finds its way to the Judicial Branch. The concrete cases deal with highly pragmatic issues. The common point between them concerns the difficulties that student debt causes in the lives of university students and graduates. At the same time, TRF 3's judgments open up the operational problems and failures of the system SisFIES that end up affecting many students. Cases of systemic failures and/or operational problems represent 16% (sixteen percent) of the appellate decisions and are harmful to the achievement of academic goals by the student, violating the constitutional right to education.

In the Court of Justice of São Paulo, other unexpected circumstances were found. In this court, what prevails are discussions about the direct relationship between the FIES beneficiaries and the Higher Education Institutions in which they enrolled in. The financing contract itself is only in the background. Thus, at the state level, the first notable aspect is that 27% of the judgments concern the poor provision of services by the universities, caused by administrative difficulties and improper/undue charges.

It is worth noting that both the literature (Lavinias, 2017, p. 149) and the Rapporteur of Civil Appeal n. 1018877-59.2018.8.26.0577 (São Paulo, 2019n) mention the poor provision of services by HEIs, acknowledging that education companies privilege their business value over the quality of the education. This perception, therefore, is present in both research fronts.

Secondly, there is the issue of misleading advertising, which represents 5% (five percent) of the cases in TJSP. This shows that students get into debt not simply by taking out a loan, but because, based on false offers and advertisements, they

place their trust in institutions that commit to cover the costs of the FIES but fail to comply with this agreement.

The literature addressed the effects of the FIES on society. One of them is that the FIES has led universities to charge higher tuition fees. At the same time, by resembling the Income-Contingent Loan (ICL) model, it presents lower default rates, since this model respects the payment capacity of graduates. The need for restructuring the FIES and providing students with better clarification regarding the loan nature of the contract are also findings in the literature.

Therefore, the two research fronts are complementary, after all, the problem of student indebtedness pointed out by the literature is confirmed through the analysis of the appellate court decisions. Furthermore, despite the superficial examination of this theme by the jurisprudence, its analysis allows for the identification of other difficulties faced by students, such as operational problems and systemic failures in the system SisFIES, misleading advertising in the offering of certain courses, and the poor provision of services by Higher Education Institutions.

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- Brasil (2019b). Regional Court of the 3rd Region (TRT 3). *Civil Appeal No. 0002637-15.2012.4.03.6100*. Ação indenizatória proposta por estudante impedida de continuar seus estudos por falhas no fies, de responsabilidade do banco do brasil s/a e da entidade educacional. Contrarrazões do banco do brasil s/a ineptas. Rejeição de matéria preliminar. Apelo desprovido, para manter-se a condenação das rés, inclusive no quantum da indenização por dano moral, diante da via crucis experimentada pela autora, que teve a vida discente nulificada por quase dois anos, com vários percalços. Autonomia universitária irrelevante na espécie.(...). Sexta Turma. Rapporteur: Johonsom di Salvo. Date of the decision: March 15, 2019. Publication date: March 22, 2019.
- Brasil (2019c). Regional Court of the 3rd Region (TRT 3). *Civil Appeal No. 0009762-14.2015.4.03.6105*. Processo civil. Administrativo. Fies. Aditamento contratual. Inocorrência. Falhas no sistema. Questão incontroversa. Situação. Regularização. Danos morais. Apelações não providas. I - O Programa de Financiamento Estudantil - FIES é destinado a financiar a graduação no Ensino Superior de estudantes que não têm condições de arcar com os custos de sua formação e estejam regularmente matriculados em instituições não gratuitas, cadastradas no Programa e com avaliação positiva nos processos conduzidos pelo MEC, evidenciando cunho eminentemente social (...). Terceira Turma. Rapporteur: Antonio Cedenho. Date of the decision: February 6, 2019. Publication date: February 12, 2019.
- Brasil (2019d). Regional Court of the 3rd Region (TRT 3). *Civil Appeal No. 0018877-21.2008.4.03.6100*. Preliminar de cerceamento defesa rejeitada. 3.

Responsabilidade do fiador. 4. Para todos os contratos celebrados no âmbito do FIES, ainda que anteriores a 15/01/2010, a partir dessa data aplica-se a taxa de juros de 3,5% a.a. (três e meio por cento ao ano), e a partir de 10/03/2010, a taxa de juros de 3,4% a.a. (três inteiros e quatro décimos por cento ao ano). (...) Décima Primeira Turma. Rapporteur: Nino Toldo. Date of the decision: October 1, 2019. Publication date: October 25, 2019.

Brasil (2019e). Regional Court of the 3rd Region (TRT 3). *Agravo de Instrumento No. 0015527-11.2016.4.03.0000*. Administrativo. Processo civil. Agravo de instrumento. Ação ordinária. Tutela antecipada. Requisitos presentes. Fies. Transferência de ies e de curso após 18 meses do início do financiamento. Aditamento contratual concretizado. Erro da caps e da ies. Continuidade do financiamento. Agravo de instrumento desprovido. (...) Sexta Turma. Rapporteur: Diva Malerbi. Date of the decision: August 28, 2019. Publication date: April 4, 2019.

Brasil (2019f). Regional Court of the 3rd Region (TRT 3). *Agravo de Instrumento No. 5007717-26.2018.4.03.0000*. Administrativo. Ensino superior. Matrícula. Trava no sistema de financiamento. Fies. Boa-fé da discente. Razoabilidade e proporcionalidade. Recurso improvido (...). Quarta Turma. Rapporteur: Monica Nobre. Date of the decision: March 13, 2019. Publication date: March 20, 2019.

Brasil (2019g). Regional Court of the 3rd Region (TRT 3). *Appeal/Reexame Necessário No. 5000839-53.2017.4.03.6133*. Mandado de segurança. Administrativo. Recusa da renovação de matrícula. Ensino superior. Financiamento estudantil. Aditamento de contrato. Problemas no sistema do fies. Sentença mantida. Remessa oficial improvida. O artigo 205 da constituição federal assegura o direito à educação a todos os cidadãos (...). Quarta Turma. Rapporteur: Monica Autran Machado Nobre. Date of the decision: March 25, 2019. Publication date: March 27, 2019.

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- Ministry of Education (MEC). (2011b). *Normative Ordinance n. 23, of November 10, 2011*. Dispõe sobre o aditamento de renovação semestral dos contratos de financiamento do Fundo de Financiamento Estudantil - Fies. Brasília, DF: Fernando Haddad [2011].
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São Paulo. (2019b). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1000286-68.2018.8.26.0506*. Ação declaratória de inexistência de débito c.c. indenização por danos morais – Curso de Administração da autora adquirido com contrato de financiamento – FIES no Banco do Brasil S/A, com garantia do pagamento pelo GRUPO UNIESP, qualificado como instituição de ensino (...). 16ª Câmara de Direito Privado; Foro de Ribeirão Preto - 10ª Vara Cível. Rapporteur: Jovino de Sylos. Date of the decision: June 26, 2019. Publication date: June 26, 2019.

São Paulo. (2019c). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1001266-31.2018.8.26.0533*. Apelação. Prestação de serviços educacionais. Ação de obrigação de fazer. Sentença de procedência. Inconformismo da instituição de ensino requerida. Sem razão. Ausência de repasses do FIES à ré ocasionada por inexistência de aditamento ao financiamento. (...). 20ª Câmara de Direito Privado. Foro de Santa Bárbara D'Oeste - 2ª Vara Cível. Rapporteur: Roberto Maia. Date of the decision: June 17, 2019. Publication date: June 19, 2019.

São Paulo. (2019d). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1001787-71.2018.8.26.0663*. Obrigação de fazer c.c. declaratória de inexistência de débito e indenização por dano moral. Prestação de

serviço educacional. Comprovada a regularidade do débito discutido. Ausência de prova da quitação. Débito exigível. Indenização por dano moral descabida. Sentença mantida. Recurso desprovido. 17ª Câmara de Direito Privado; Foro de Votorantim - 2ª Vara Cível. Rapporteur: Afonso Bráz. Date of the decision: May 22, 2019. Publication date: May 22, 2019.

São Paulo (2019e). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1003061-68.2018.8.26.0114*. Obrigação de fazer c/c danos morais. Prova documental apreciada que demonstra que o contrato do fies possui cláusulas específica que determina a cobertura de dependências cursadas pelo aluno. Danos morais. Caracterização. Autora que foi impedida de promover a matrícula de curso sob o indevido argumento de inadimplência. Quantificação mantida. Recurso não provido. 22ª Câmara de Direito Privado; Foro de Campinas - 10ª Vara Cível. Rapporteur: Roberto Mac Cracken. Date of the decision: June 18, 2019. Publication date: June 18, 2019.

São Paulo. (2019f). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1003435-23.2018.8.26.0005*. Prestação de serviços educacionais. Ação de obrigação de fazer c.c. indenização por danos materiais e morais. Ação julgada procedente. Alegação de julgamento 'extra petita' quanto à obrigação de fazer. Não ocorrência. Imposição de obrigação de pagamento das prestações do financiamento. Publicidade ostensiva. Oferta de Bolsas 100% Gratuitas. Programa "Minha Oportunidade" (...).32ª Câmara de Direito Privado; Foro Regional V - São Miguel Paulista - 4ª Vara Cível. Rapporteur: Kioitsi Chicuta. Date of the decision: June 18, 2019. Publication date: June 28, 2019.

São Paulo. (2019g). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1003846-03.2017.8.26.0296*. Mútuo – financiamento estudantil (fies) - débito em conta corrente – pretendida alteração da forma de pagamento para boleto - admissibilidade – apelação improvida. 22ª Câmara de Direito Privado; Foro de Jaguariúna - 2ª Vara. Rapporteur: Matheus Fontes. Date of the decision: May 7, 2019; Publication date: May 7, 2019.

São Paulo. (2019h). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1004246-44.2018.8.26.0405*. Prestação de serviços educacionais. Ação de obrigação de fazer c.c. indenização por danos morais. Reprovação da autora. Culpa da ré demonstrada. Danos morais configurados. Quantum indenizatório. Fixação correta (...).35ª Câmara de Direito Privado; Foro de Osasco - 7ª Vara Cível. Rapporteur: Gilberto Leme. Date of the decision: May 13, 2019. Publication date: May 13, 2019.

São Paulo (2019i). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1004676-41.2016.8.26.0445*. Embargos à execução. Prova documental que demonstra que 50% dos encargos estudantis da apelada seriam custeados pelo prouni e 50% pelo sistema fies. Termo aditivo ratificado pela apelante. Débito inexistente. Recurso não provido. 22ª Câmara de Direito Privado; Foro de Pindamonhangaba - 1ª Vara Cível. Rapporteur: Roberto Mac Cracken. Date of the decision: April 30, 2019; Publication date: April 30, 2019.

São Paulo. (2019j). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1006203-83.2017.8.26.0189*. Prestação de serviços educacionais – ação de obrigação de fazer c/c indenização por danos materiais e morais – boletos de pagamento não emitidos - inadimplência da autora provocada exclusivamente pelo réu – comportamentos reprováveis da instituição de ensino – majoração da verba indenizatória moral – pertinência – sucumbência exclusiva do réu – incidência da súmula nº 326, do e. Stj - ação parcialmente procedente – recurso parcialmente provido. 35ª Câmara de Direito Privado; Foro de Fernandópolis - 3ª Vara Cível. Rapporteur: Melo Bueno. Date of the decision: April 30, 2019; Publication date: April 30, 2019.

São Paulo. (2019k). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1008850-62.2018.8.26.0077*. Apelação. Contrato de prestação de serviços educacionais. Cobrança de valores referentes a financiamento feito por meio do FIES. Responsabilidade da requerida. Publicidade: "Você na faculdade: A UNIESP PAGA!". Satisfação de todas as obrigações contratuais pela autora. Violação de obrigação firmada em TAC. Violação da boa-fé objetiva. Pedido de danos morais procedentes, decorrente de cobrança indevida. Indenização arbitrada em R\$ 10.000,00 (dez mil reais). Recurso parcialmente provido. 22ª Câmara de Direito Privado; Foro de Birigui - 3ª Vara Cível. Rapporteur: Roberto Mac Cracken. Date of the decision: August 15, 2019; Publication date: August 16, 2019.

São Paulo. (2019l). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1008531-61.2014.8.26.0004*. Prestação de serviços educacionais - Ação de obrigação de fazer cumulada com pleito de indenização por danos morais - Demanda de alunos em face de instituição de ensino - Fase de cumprimento do julgado – Sentença que acolheu a impugnação e julgou extinta a execução – Recurso dos exequentes – Manutenção do julgado – Cabimento - Arguição de que devida multa cominatória em razão do atraso de 17 dias no cumprimento da obrigação voltada à regularização cadastral dos alunos junto ao MEC (...). 30ª Câmara de Direito Privado; Foro Regional IV - Lapa - 2ª Vara Cível. Rapporteur: Marcos Ramos. Date of the decision: May 15, 2019; Publication date: May 17, 2019.

São Paulo. (2019m). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1013834-05.2018.8.26.0008*. RESPONSABILIDADE CIVIL – Dano moral – Prestação de serviços educacionais – Hipótese em que a autora cursou três semestres, mas foi impedida de efetuar a matrícula para o quarto – Transtornos que ultrapassaram o mero aborrecimento – Fixação da indenização em R\$ 6.000,00 (seis mil reais) – Recurso nesta parte provido. RESPONSABILIDADE CIVIL – Dano material – Inexistência de prova – Alegação de perda de uma chance que não foi demonstrada – Recurso nesta parte improvido. 23ª Câmara de Direito Privado; Foro Regional VIII - Tatuapé - 4ª Vara Cível. Rapporteur: J. B. Franco de Godoi. Date of the decision: May 8, 2019. Publication date: May 8, 2019.

São Paulo. (2019n). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1018877-59.2018.8.26.0577*. 1- Apelação (autor): ação cominatória cumulada com indenizatória - impedimento da matrícula por não atendimento de exigência do bolsa fies - sentença de parcial procedência - encargo por conta do estabelecimento de ensino - intenção de dano moral - nexo causal - perda de oportunidade e chance - atrasos nos estudos - recurso parcialmente provido, com determinação. 2- Apelação (ré): sentença de parcial procedência - recurso - responsabilidade, perante o bolsa fies, de realizar a matrícula do aluno - norma consumerista - recurso não provido. 3- Recurso do autor parcialmente provido, com determinação, e desprovido o recurso da ré. 14ª Câmara de Direito Privado; Foro de São José dos Campos - 1ª Vara Cível; Rapporteur: Carlos Abrão. Date of the decision: April 26, 2019; Publication date: April 26, 2019.

São Paulo. (2019o). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1019230-71.2018.8.26.0554*. Declaratória – inexistência de débito – danos morais – débito não reconhecido – negativação questionada – parcial procedência - inconformismo – relação de consumo - aplicação da regras previstas no código de defesa do consumidor - ônus da prova da ré, nos termos do artigo 6º, inciso viii, do código de defesa do consumidor – inexistência de qualquer prova acerca do débito que ensejou a negativação questionada – provas que demonstram que o autor obteve 100% de financiamento estudantil junto ao fies (...).13ª Câmara de Direito Privado; Foro de Santo André - 6ª Vara Cível; Rapporteur: Heraldo de Oliveira. Date of the decision: May 24, 2019; Publication date: May 24, 2019.

São Paulo. (2019p). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1019825-05.2017.8.26.0005*. Prestação de serviços educacionais. Ação de obrigação de fazer c.c. indenização por danos morais. Ação julgada procedente. Publicidade ostensiva. Oferta de Bolsas 100% Gratuitas. Programa do Governo Federal "Minha Oportunidade". Oferta que vincula o fornecedor. Garantia dada à aluna. Circunstâncias da contratação

garantida. Adendo posterior que não afasta o dever de cumprir a oferta. Médias finais iguais ou acima de 7,0. Análise do vínculo integrada, segundo a totalidade do negócio, com afetação do financiamento FIES. Alegação de julgamento 'extra petita' quanto à condenação pecuniária em favor da autora. Imposição de obrigação de fazer pagamento do financiamento. Danos morais (...).32ª Câmara de Direito Privado; Foro Regional V - São Miguel Paulista - 1ª Vara Cível. Rapporteur: Kioitsi Chicuta. Date of the decision: April 25, 2019; Publication date: April 25, 2019.

São Paulo. (2019q). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1104254-71.2018.8.26.0100*. Ação Declaratória De Inexigibilidade C/C Pedido De Indenização Por Danos Morais. Apontamento do nome da autora nos órgãos de proteção ao crédito. Sentença de parcial procedência para declarar a inexigibilidade, sem danos morais. Inequívoca celebração de contrato de financiamento estudantil entre as partes. Preliminar de ilegitimidade passiva. Rejeição. Banco que atuou como gestor do contrato de financiamento estudantil e realizou o apontamento do nome da autora. Alegação de que apontamento tratou-se de exercício regular de direito, sob o fundamento de que os valores do financiamento são devido (...). 18ª Câmara de Direito Privado; Rapporteur: Ramon Mateo Júnior. Date of the decision: July 2, 2019. Publication date: July 2, 2019.

São Paulo. (2019r). The Court of Justice of São Paulo (TJSP). *Civil Appeal No. 1126527-44.2018.8.26.0100*. Apelação – ação de obrigação de fazer cumulada com indenizatória – prestação de serviços escolares – programa "a uniesp paga" – compromisso de pagamento do financiamento estudantil mediante a imposição de condições que, todavia, não foram veiculadas na publicidade, não havendo, tampouco, demonstração de que foram informadas à autora no momento da contratação ou apenas posteriormente – conteúdo abusivo com relação à condição de "excelência no rendimento escolar" (...).25ª Câmara de Direito Privado; Foro Central Cível - 3ª Vara Cível; Rapporteur: Hugo Crepaldi. Date of the decision: June 27, 2019; Publication date: June 27, 2019.

Vescovi, A. P., & Almeida Júnior, M. F. (2017). Fundo de financiamento estudantil: ausência de sustentabilidade fiscal e suas causas. *Diagnóstico FIES*. http://www.fazenda.gov.br/centraisdeconteudos/apresentacoes/arquivos/2017/diagnosticofies_junho2017.pdf

APPENDIX A

Table 1

Categories	Judgments Found
	Number of judgments: 4
Extension of grace period for the entire duration of the medical residency /Fies Med System	0007947-24.2016.4.03.6112; 0005737-68.2014.4.03.6112; 5020774-14.2018.4.03.0000; 5015512-20.2017.4.03.0000
	Number of judgments: 16
Operational problem to carry out contract renewal amendments / failures in the system / error by the National Fund for Development of Education (FNDE) and the Higher Education Institutions (HEIs)	5010205-85.2017.4.03.0000; 0015527-11.2016.4.03.0000; 5021792-70.2018.4.03.0000; 5000151-12.2017.4.03.6127; 5000839-53.2017.4.03.6133; 0005343-48.2015.4.03.6105; 0024626-72.2015.4.03.6100; 5004806-41.2018.4.03.0000; 0002637-15.2012.4.03.6100; 5006827-57.2017.4.03.6100; 5007717-26.2018.4.03.0000; 0002472-03.2015.4.03.6119; 0009762-14.2015.4.03.6105; 5014677-95.2018.4.03.0000; 0005366-42.2011.4.03.6102; 0009425-80.2015.4.03.6119
	Number of judgments: 1
Obstacles to extending the financing due to unsatisfactory student performance	5016081-21.2017.4.03.0000
	Number of judgments: 4

Vacancies for FIES /
Administration's
convenience and
opportunity
(understanding of the
Brazilian Superior Court of
Justice) - Request for
provisional injunctions for
immediate enrollment of
students in FIES

0011255-08.2015.4.03.0000; 0017910-
59.2016.4.03.0000; 0021333-27.2016.4.03.0000;
0017790-50.2015.4.03.0000

Number of judgments: 27

Questioning the interest
rate / capitalization of
interest and anatocism /
application of the
Consumer Protection and
Defense Code / application
of the TR / denial of expert
evidence / amortization
system / stipulation of
penalty clause / summary
judgment, judgment as a
matter of law and violation
of due process /
prescription and statute of
limitations

0031632-14.2007.4.03.6100; 0011597-
96.2008.4.03.6100; 0002655-68.2014.4.03.6002;
0012439-90.2010.4.03.6105; 0005566-
84.2013.4.03.6100; 0002703-27.2014.4.03.6002;
0019628-71.2009.4.03.6100; 0010210-
45.2010.4.03.6110; 0001866-51.2009.4.03.6000;
0003298-15.2009.4.03.6127; 0003609-
88.2008.4.03.6111; 0027789-75.2006.4.03.6100;
0009109-82.2010.4.03.6106; 0001985-
55.2009.4.03.6115; 0003988-08.2012.4.03.6105;
0006062-46.2009.4.03.6103; 0001801-
67.2007.4.03.6116; 0021585-78.2007.4.03.6100;
0010063-63.2007.4.03.6000; 0021959-
60.2008.4.03.6100; 0003437-87.2010.4.03.6108;
0031884-22.2004.4.03.6100; 0018877-
21.2008.4.03.6100; 0008303-10.2007.4.03.6120;
0029044-34.2007.4.03.6100; 0006273-
29.2007.4.03.6111; 0018422-22.2009.4.03.6100

Number of judgments: 48

Miscellaneous

0013467-35.2015.4.03.6100; 5001105-
43.2016.4.03.0000; 5000819-98.2016.4.03.6100;
5006560-39.2018.4.03.6104; 5021120-
62.2018.4.03.0000; 5001106-28.2016.4.03.0000;
0005426-43.2015.4.03.6112; 0001398-
44.2010.4.03.6003; 0010217-32.2008.4.03.6102;
5026439-11.2018.4.03.0000; 0011605-
68.2002.4.03.6105; 0000620-83.2011.4.03.6118;
5000114-96.2018.4.03.0000; 5001889-
83.2017.4.03.6111; 0033012-72.2007.4.03.6100;
0001371-86.2014.4.03.0000; 004432-
18.2010.4.03.6103; 0011760-25.2012.4.03.6104;
5024408-52.2017.4.03.0000; 5005511-
39.2018.4.03.0000; 5021448-26.2017.4.03.0000;
5013300-89.2018.4.03.0000; 0017864-
79.2011.4.03.6100; 5023099-93.2017.4.03.0000;
5018582-11.2018.4.03.0000; 0018251-
02.2008.4.03.6100; 0000711-24.2012.4.03.6124;
5002510-46.2018.4.03.0000; 5000725-
49.2018.4.03.0000; 0010505-82.2010.4.03.6110;
0001296-62.2010.4.03.6119; 5020212-
39.2017.4.03.0000; 5018827-56.2017.4.03.0000;
5000148-11.2017.4.03.6110; 0011367-
66.2013.4.03.6104; 5022550-49.2018.4.03.0000;
0004878-75.2007.4.03.6119; 5022427-
85.2017.4.03.0000; 5020533-74.2017.4.03.0000;
0009178-15.2008.4.03.6000; 0008061-
62.2008.4.03.6105; 5004854-97.2018.4.03.0000;
5000560-36.2017.4.03.0000; 0005021-
62.2014.4.03.6105; 0006589-41.2008.4.03.6100;
0015408-50.2016.4.03.0000; 0017054-
95.2016.4.03.0000; 5018325-20.2017.4.03.0000

Note: Search criterion: "FIES", in TRF 3 - Date: May 13, 2019 - Results: 1.117 judgments
- Analysis of the one hundred most recent Appellate Court decisions found
Source: Prepared by the authors.

Table 2

Categories	Judgments Found
	Number of judgments: 2

FIES administrative problems	1008531-61.2014.8.26.0004; 1000427-02.2016.8.26.0072
	Number of judgments: 1
Contractual review	1001900-84.2017.8.26.0493
	Number of judgments: 5
Misleading advertising	1003435-23.2018.8.26.0005; 1019825-05.2017.8.26.0005; 1001336-45.2017.8.26.0319; 1076090-96.2018.8.26.0100; 1009474-36.2018.8.26.0005
	Number of judgments: 27
Poor service provision by HEIs	1004676-41.2016.8.26.0445; 1001266-31.2018.8.26.0533; 1003061-68.2018.8.26.0114; 0002833-39.2018.8.26.0073; 1002855-33.2017.8.26.0003; 1021712-18.2017.8.26.0007; 1017571-71.2017.8.26.0001; 2086752-77.2019.8.26.0000; 2082340-06.2019.8.26.0000; 1023668-50.2018.8.26.0002/50000; 1004676-41.2016.8.26.0445/50000; 1003404-06.2017.8.26.0565; 1019230-71.2018.8.26.0554; 1002567-47.2018.8.26.0554; 1076382-18.2017.8.26.0100; 1004246-44.2018.8.26.0405; 1034832-15.2017.8.26.0562; 1003324-39.2018.8.26.0005; 1013834-05.2018.8.26.0008; 1003028-88.2017.8.26.0510; 1006203-83.2017.8.26.0189; 1019567-98.2017.8.26.0003; 2053187-25.2019.8.26.0000/50000; 2068220-55.2019.8.26.0000; 1018877-59.2018.8.26.0577; 1037141-03.2018.8.26.0100; 1023679-07.2017.8.26.0005

Number of judgments: 13

Banking matters

1104254-71.2018.8.26.0100; 1001502-
71.2017.8.26.0030; 1007320-
53.2016.8.26.0510/50000; 2021997-
44.2019.8.26.0000; 1000410-96.2018.8.26.0006;
2077317-79.2019.8.26.0000; 1006484-
31.2017.8.26.0127; 1032623-67.2018.8.26.0100;
1010617-89.2016.8.26.0309; 1003846-
03.2017.8.26.0296; 1000402-27.2018.8.26.0651;
2035736-84.2019.8.26.0000; 2254468-
66.2018.8.26.0000.

Number of judgments: 52

Miscellaneous

2072391-55.2019.8.26.0000; 1008749-
30.2017.8.26.0604/50000; 1013134-
40.2018.8.26.0554/50000; 1012905-
05.2018.8.26.0482; 1023668-50.2018.8.26.0002;
1064762-72.2018.8.26.0100/50000; 2146051-
19.2018.8.26.0000/50000; 1023267-
76.2017.8.26.0005; 1013178-85.2017.8.26.0007;
0017279-58.2016.8.26.0577; 1006841-
52.2018.8.26.0005/50000; 2077765-
52.2019.8.26.0000; 1008250-24.2017.8.26.0482;
1008557-52.2015.8.26.0189; 2069103-
02.2019.8.26.0000; 2063460-63.2019.8.26.0000;
0000033-82.2017.8.26.0102; 1011635-
76.2015.8.26.0020; 1027171-42.2018.8.26.0564;
0009440-87.2014.8.26.0597; 1008024-
88.2018.8.26.0577; 2068808-62.2019.8.26.0000;
0000565-95.2015.8.26.0144/50000; 1001661-
33.2018.8.26.0659; 0000185-31.2019.8.26.0565;
2272891-74.2018.8.26.0000/50000; 1003132-
07.2016.8.26.0481/50000; 1000123-
41.2018.8.26.0457; 1001505- 95.2016.8.26.0180;
0007441-52.2018.8.26.0050; 1021956-
03.2017.8.26.0344; 0004619-
50.2012.8.26.0099/50000; 2275573-
02.2018.8.26.0000; 1001787-71.2018.8.26.0663;
1020906-88.2017.8.26.0554; 1053803-
86.2018.8.26.0053; 2065476-87.2019.8.26.0000;
1099878-76.2017.8.26.0100; 0000565-
95.2015.8.26.0144; 1015567-11.2018.8.26.0071;

1018158-33.2017.8.26.0506; 1004288-
14.2017.8.26.0281; 1009513-22.2017.8.26.0602;
1013165-91.2017.8.26.0361; 2061630-
62.2019.8.26.0000; 4001245-36.2013.8.26.0482;
2082913-44.2019.8.26.0000; 2257500-
79.2018.8.26.0000/50000; 1019659-
58.2018.8.26.0224/50000; 1002315-
88.2018.8.26.0604; 1018137-66.2017.8.26.0309;
2123094-87.2019.8.26.0000

Note: Search criterion: "'FIES' não 'UNIESP'", in TJSP - Date: July 3, 2019 - Results: 12.099 judgments - Analysis of the one hundred most recent Appellate Court decisions found

Source: Prepared by the authors.

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